

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

NEXTEL SPECTRUM ACQUISITION
CORPORATION,

Plaintiff,

v.

BURLINGTON COUNTY COLLEGE,

Defendant

CIVIL ACTION

DOCKET No. 08-CV-722-RMB
(RMB) (AMD)

Hon. Renee Marie Bumb, U.S.D.J.
Hon. Ann Marie Donio, U.S.M.J.

STIPULATION STAYING ACTION

AND NOW, this 7th day of July, 2008, the parties to the above-captioned matter, by their undersigned counsel, hereby stipulate as follows:

WHEREAS, on or about February 13, 2008, Defendant filed a Motion to Stay the above-captioned matter pending the disposition of Plaintiff's state Court action for the reasons set forth in its moving papers;

WHEREAS, Plaintiff opposed Defendant's Motion for Stay for the reasons set forth in its opposition papers;

WHEREAS, on April 3, 2008, the Court after hearing oral argument of the parties, issued a written Order and an oral opinion denying Defendant's Motion for Stay;

WHEREAS, on May 7, 2008, Sprint and Clearwire issued a press release announcing that they had executed an agreement to combine their next-generation wireless broadband businesses to form a new wireless company (the "Agreement"). The press release provides that the Agreement is contingent upon the receipt of shareholder and regulatory approvals, and is expected to close in the second half of 2008.

WHEREAS, should the Agreement close as expected, both Sprint and Clearwire agree that this lawsuit will be voluntarily dismissed;

WHEREAS, Defendant has claimed, inter alia, as set forth in its letters dated May 29, 2007 and March 17, 2008, the right to attorneys fees and costs and has stated its intention to pursue the reimbursement of attorneys fees and costs. Plaintiff denies that the Defendant is entitled to pursue Plaintiff for reimbursement of attorneys fees and costs. However, this issue has not been yet been presented to the court for resolution, nor does this stipulation resolve or seek to resolve this issue.

WHEREAS, Plaintiff has claimed, inter alia, as set forth in its letter dated May 16, 2008, the right to attorneys fees and costs and has stated its intention to pursue the reimbursement of attorneys fees and costs. Defendant denies that the Plaintiff is entitled to pursue Defendant for reimbursement of

attorneys fees and costs. However, this issue has not been yet been presented to the court for resolution, nor does this stipulation resolve or seek to resolve this issue.

The parties hereto agree and stipulate as follows:

1. This action be stayed for 150 days to allow Sprint to close the Agreement with Clearwire;
and
2. This stipulation does not bar or prejudice any party from pursuing any claim or defense against the other, including those pertaining to this stay.

Submitted this 7th day of July, 2008

OBERMAYER REBMANN MAXWELL
& HIPPEL, LLP
Attorney for Plaintiff
Nextel Spectrum Acquisition Corp.


By: Steven A. Haber

CAPEHART SCATCHARD, P.A.
A Professional Corporation
Attorney for Defendant
Burlington County College


By: Betsy G. Ramos

So Ordered:


Hon. Anna Marie Donio

8/5/08